



Reply to Attn of:

212

April 6, 1998

TO: All Prospective Offerors

SUBJECT: RFP (RFP5-51477/120) for Technical Information Services at GSFC and
NASA Headquarters

Enclosed is a Request for Proposal for Technical Information Services in support of Goddard Space Flight Center and NASA Headquarters. The Contractor shall provide the following support: management and administration, audio-visual, conferencing, duplicating, graphics, photography, service desk and facility scheduling, publications and documentation, equipment maintenance, and printing management. The resulting contract will be a performance-based, cost-plus-award-fee contract. This is a competitive procurement set aside under the Section 8(a) program. The contract will consist of a two-year basic period with one three-year option, for a total of five years. A separate one-month phase-in contract will be negotiated with the successful offeror.

The current contract for these services (NAS5-32459) with Jorge Scientific Corporation is a cost-plus-award-fee, level-of-effort contract.

Any offerors must provide all of the specified requirements of this RFP to be considered responsive.

The offeror shall state the proposal is valid for 120 days and must be signed by an official authorized to bind the company.

Enclosure D, Performance Requirements Summary, will be incorporated into a Performance Evaluation Plan to measure performance of the successor contractor.

In order to assist potential offerors in familiarizing themselves with the nature of the services required in the past, a small reference library is available for review (See L.3). You must make an appointment prior to visiting the library and provide your own paper for copying.

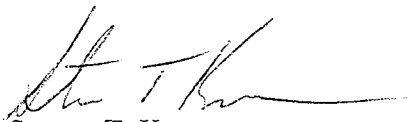
Your proposal is due no later than 3:00 p.m., EDT, on May 6, 1998. The written proposal shall contain a completed SF33, a completed Sections B through K, the technical proposal, and cost proposal. Please refer to provisions L.14, L.15, and L.19.

This document will be in ASCII or RTF format and will reside on a World Wide Web (WWW) server. The WWW address is <http://procurement.nasa.gov/EPS/GSFC/class.html>.

Questions and answers resulting from the draft RFP and presolicitation conference are also located at this Web site. Any subsequent answers to questions and/or amendments to the solicitation will be located at this Web site.

This RFP does not commit NASA/GSFC to pay any proposal preparation costs, nor does it obligate NASA/GSFC to procure or contract for these services. This RFP shall not be construed as authorization to proceed with, or be paid for charges incurred by performing any of the work called for in this solicitation.

Please direct any questions to my attention at 301-286-6872, fax at 301-286-0247, or E-mail at Steven.T.Kramer.1@gsfc.nasa.gov.

A handwritten signature in black ink, appearing to read 'St. T. Kramer', with a long horizontal flourish extending to the right.

Steven T. Kramer
Contracting Officer

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DO-C9	PAGE 1	OF PAGES 86
2. CONTRACT NUMBER	3. SOLICITATION NUMBER RFP5-51477/120	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED April 6, 1998	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Greenbelt, MD 20771		CODE 212	8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in building 17, room S142 until 3:00 p.m. local time May 6, 1998.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION → CALL:	A. NAME Steven T. Kramer	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Steven.T.Kramer.1@gsfc.nasa.gov
		AREA CODE 301	NUMBER 286-6872	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	→ 10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SUPPLIES AND SERVICES AND PRICES/COSTS

B.1 ESTIMATED COST AND AWARD FEE (18-52.216-85)(SEP 1993)

The estimated cost of this contract is \$. The maximum available award fee is \$. Total estimated cost, and maximum award fee are \$.

(End of Clause)

B.2 NON-PROPOSED COSTS (GSFC 52.216-94)(FEB 1991)

(a) The total estimated cost of this contract includes the following estimated costs:

NON-PROPOSED ODC's

<u>Other Direct Costs</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Total</u>
Material	\$62,474	\$64,378	\$66,279	\$68,267	\$70,315	\$331,683
Travel	\$878,458	\$904,812	\$931,956	\$959,915	\$988,712	\$4,663,853
Conference Attendee Exp.	\$407,629	\$419,858	\$432,453	\$445,427	\$458,790	\$2,164,157
Photo Production	\$500,000	\$516,500	\$533,495	\$551,000	\$569,030	\$2,670,025
Equip. Maintenance	\$58,441	\$60,194	\$62,000	\$63,860	\$65,776	\$310,271
Training	\$2,272	\$2,340	\$2,410	\$2,483	\$2,557	\$12,062
Miscellaneous	\$113,112	\$116,505	\$120,000	\$123,600	\$127,308	\$600,000

NON-ROUTINE SERVICES—Sections 3.5.4, 3.5.5, and 3.10 of the Performance Work Statement are non-routine services. For these sections of the PWS, use the labor categories and hours set forth below to calculate the total cost and fee for each year. Totals should be carried forward to the appropriate cost charts.

<u>Labor Category</u>	<u>Labor Hours Years 1-5</u>	<u>Cost/Fee Year 1</u>	<u>Cost/Fee Year 2</u>	<u>Cost/Fee Year 3</u>	<u>Cost/Fee Year 4</u>	<u>Cost/Fee Year 5</u>
Marketing/MM						
Graphic Artist	1860/year					
PR/Web Publ.						
Graphic Artist	1860/year					
Printing Specialist	1860/year					

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than

SECTION B OF RFP5-51477/120

SUPPLIES AND SERVICES AND PRICES/COSTS

these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of Clause)

B.3 OPTION TO EXTEND--SERVICE CONTRACT (GSFC 52.217-93) (DEC 1992)

This contract may be extended at the option of the Government in accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" in Section I. The option periods, costs and any fees are as follows:

<u>Option</u>	<u>Period</u>	<u>CPAF</u>
1	August 1, 2000-July 31, 2003	Cost: Max Award: Total CPAF:

(End of Clause)

B.4 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995)

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

<u>Percentage</u>	<u>Indirect Cost</u>	<u>Base of Application</u>
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b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

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(iii) Expenditure of less than 70% of the prorated amount (for the contractors fiscal year proportionate to the contract term associated with that fiscal year) of any stated target level of effort established in this contract.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of Clause)

B.5 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause in Section I of this contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but, for proposals of less than \$1,000,000, no later than 90 days before the incurred costs are expected to exceed the estimated cost and no later than 155 days for proposals of \$1,000,000 or more. These proposal times are intended to allow adequate time for the Government to evaluate the proposal and establish any increase in estimated cost with the Contractor.

(d) The proposal shall provide elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements to support the revised estimate to complete the contract. Supporting explanation for the increases and projections, sufficient to allow the Government to understand the reasons for the increased estimated cost, shall be provided. The proposal shall comply with the requirements of FAR 15.804, "Cost or pricing data", and any other cost data and format requirements that may be required by the Contracting Officer.

(End of Clause)

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SUPPLIES AND SERVICES AND PRICES/COSTS

B.6 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ 0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

B.7 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract

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SUPPLIES AND SERVICES AND PRICES/COSTS

is \$. This allotment is for and covers the following estimated period of performance:

(b) An additional amount of \$ is obligated under this contract for payment of fee.

(End of Clause)

SECTION C OF RFP5-51477/120

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities except as otherwise provided in this contract to provide broad and comprehensive technical information services. The Contractor shall support the following types of services: management and administration, audio-visual, conferencing, duplicating, graphics, photography, service desk and facility scheduling, publications and documentation, equipment maintenance, and printing management. The Contractor shall provide timely, efficient, and quality services for the purpose of meeting the technical information services requirements of Goddard Space Flight Center (GSFC), NASA Headquarters (HQ), and other federal agencies as required. See Section J, Attachment A, Performance Work Statement.

(End of Clause)

SECTION E OF RFP5-51477/120

INSPECTION AND ACCEPTANCE

E.1 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

<u>Location</u>	<u>Authorized Representative</u>
Goddard Space Flight Center Greenbelt, MD	COTR, Code 253
Wallops Flight Facility Wallops Island, Virginia	COTR, Code 253
NASA/HQ Washington DC	COTR, Code 253

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of Clause)

E.2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 1 year after delivery of all items and/or completion of all services called for by the contract.

(End of Clause)

E.3 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to

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INSPECTION AND ACCEPTANCE

the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of Clause)

SECTION F OF RFP5-51477/12C

DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contract shall be performed at the following location(s):

GSFC, Greenbelt, MD
GSFC, Wallops Island, VA
NASA HQ, Washington DC

(End of Clause)

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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DELIVERIES OR PERFORMANCE

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract shall be from August 1, 1998, through July 31, 2000.

(End of clause)

SECTION G OF RFP5-51477/120

CONTRACT ADMINISTRATION DATA

**G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS AND PAYMENT OF FEE
(GSFC 52.232-100) (MAY 1989)**

Vouchers for the payment of costs and fee(s) shall be submitted separately, but shall include the total cumulative cost and fee(s) previously claimed and paid. Cost vouchers must be submitted to the cognizant audit agency representative and fee vouchers must be submitted to the Contracting Officer.

The Contractor shall submit cost vouchers and any required supporting statements or certificates, identified with the contract number, by use of SF 1034 and SF 1035 or equivalent Contractor's attachment. The cognizant audit agency is the "Designated Billing Office" for cost vouchers for Prompt Payment clause purposes.

Copies of the SF 1034A shall be marked, by insertion in the memorandum block, the title and address of the following:

NASA/GSFC Accounts Payable Section, Code 151.3A	(Copy 1)
NASA/GSFC Contracting Officer, Code 212	(Copy 2)
Contractor	(Copy 3)
Contract Administration Office	(Copy 4)

Payments of vouchers for cost and for fee shall be subject to the withholding provisions of the contract.

For the purposes of the Prompt Payment clause of this contract as it relates only to the final cost voucher, acceptance occurs on the date the final voucher is signed by the Closing Contracting Officer. This is considered the date of final settlement.

Each voucher for reimbursement of costs shall detail the total voucher charges by showing current and cumulative costs in the following manner:

Element of Cost	Billing Period	Cumulative
Direct Labor (by category)		
Total Direct Labor		
Overhead (by site)		
Total Overhead		
Other Direct Costs (List)		
Subtotal		

SECTION G OF RFP5-51477/12

CONTRACT ADMINISTRATION DATA

General and Administrative

Fee

Total \$ _____ \$ _____

In the event that no charges exist for any one of the line items, such shall be so indicated by entering \$0 (zero dollars). Each voucher shall breakout under the appropriate Element of Cost, costs where there are more than one subcontract with cumulative costs of \$100,000 or more; any items of special test equipment in excess of \$10,000; any facility items; any subcontracts classified in the contract as "critical"; and/or any Other Direct Charges, with adequate descriptions of those itemized costs by title of the equipment or facility item, subcontractor name and number, etc. as appropriate. Inability to reconcile the entries with recorded Contracting Officer approvals, particularly in the areas of facilities and special test equipment, may result in the voucher being returned for correction and resubmission.

If this is a Cost Plus Award Fee contract, award fee will be paid without the submittal of a voucher. However, vouchers must be submitted for payment of any base fee. Award fee will be paid on the basis of a unilateral contract modification stating the award fee earned and issued subsequent to the Fee Determination Official's letter to the Contractor.

Vouchers for fee shall state the period for which fee is claimed and shall indicate the percentage of completion of work required by the contract which has been completed, together with the basis used for computing the fee installment claimed. If this is a cost-plus- incentive fee contract, the amount of fee claimed on the final voucher shall be segregated into amounts claimed for target fee and for incentive fee.

Fee vouchers should be submitted to the Contracting Officer, Code 212. This is the "Designated Billing Office" for fee vouchers.

(End of Clause)

G.2 CONTRACTOR USE OF GSFC LIBRARY (GSFC 52.245-90) (AUG 1993)

The Contractor's professional employees performing work under this contract are granted borrowing privileges at the Goddard Space Flight Center (GSFC) Library.

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(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the GSFC Librarian. The Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Goddard Library Card Applications. The GSFC Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent GSFC badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The GSFC Librarian may revoke library privileges at any time during the performance of the contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for contract performance or to any other adjustment to the contract.

(End of Clause)

G.3 MOTOR POOL VEHICLES--AUTHORIZED USERS (GSFC 52.245-91) (APR 1989)

The installation provided property and services listed in NASA FAR Supplement clause 18-52.245-77 includes the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State license that each employee possesses. This list will be reviewed by the Contracting Officer, who will provide the list to the GSFC Greenbelt Transportation Branch, Code 234 or to the GSFC Wallops Transportation Office, Code 233.2 as appropriate. The motor pool dispatcher will use the list to assure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested.

Any changes to the list must also be submitted to the Contracting Officer.

(End of Clause)

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G.4 CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93) (OCT 1988)

Before the Contractor purchases a piece of controlled equipment (as identified in NHB 4200.1D, paragraph 3.101), the Contractor shall submit a DD Form 1419, DoD Industrial Plant Equipment Requisition, through the Contracting Officer, to the GSFC Reutilization Coordinator, Code 235.2, for the prescreening of the NASA Equipment Management System (NEMS) records to determine the availability of candidate equipment which may satisfy the requirement and thus avoid a new acquisition.

Following the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, or by other means acceptable to the GSFC Supply and Equipment Management Officer, Code 235.1, transferring that equipment to the Government, to the GSFC Supply and Equipment Management Officer, Code 235.1, with a copy to the GSFC Property Accountant, Code 151.4A within 5 working days. The GSFC Form 20-4 or other form, must contain all of the data elements identified necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased. Submission of this form does not negate the requirement for subcontract notification and/or consent as specified in the Subcontracts clause or elsewhere in this contract.

If the Contractor maintains a stock inventory with a minimum average value of \$75,000, the Contractor shall comply with NHB 4100.1B, including submission of a NASA Form 1489, Semi-Annual Analysis of Inventory Report, and a NASA Form 1324, Semi-Annual Report of Supply and Equipment Management Operations. Both reports shall be submitted within 5 working days after the March 31 and September 30 reporting period each year to the Supply and Equipment Management Office, Code 235.1, with a copy to the Contracting Officer.

The Contractor shall submit listings of all Contractor-acquired property, acquired during the reporting period under the contract, suitable for establishing accountable records for all such property received, on a quarterly basis within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30, to the Contracting Officer, and the Supply and Equipment Management Officer, Code 235.1. For controlled equipment, the listings shall include item description, manufacturer, model, serial number, cost, location of the items, and GSFC property number. For all other acquisitions, the listings shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4's, or other forms, and materials included in NASA Form 1489 shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(End of Clause)

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G.5 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)

In accordance with FAR clause 52.244-2, "Subcontracts Under Cost-Reimbursement and Letter Contracts--Alternate I" of this contract, the Contractor shall obtain the approval of the Contracting Officer prior to the acquisition of any "facilities" as defined in the Federal Acquisition Regulation (FAR) 45.301. The policy on providing facilities to contractors is contained in FAR 45.302-1 and NASA FAR Supplement 18-45.302-1.

(End of Clause)

G.6 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (OCTOBER 1996)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in Clause B.1 of this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Accounts Payable Section, Code 151.3A, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Award Fee Matrix. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

(End of Clause)

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G.7 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology Representative	750.1	Goddard Space Flight Greenbelt, MD 20771
Patent Representative	750.2	Goddard Space Flight Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights --Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

(End of Clause)

G.8 TECHNICAL DIRECTION (18-52.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

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(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that --

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is --

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and the Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

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(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

**G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(JUL 1997)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of Clause)

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G.10 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JUL 1997)--ALTERNATE I (MAR 1989)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Provided Property and Services, shall be made available to the contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes user responsibilities prescribed in installation property management directives listed elsewhere in this contract. The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

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(3) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer

(End of clause)

**G.11 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Appendix A and C of the Performance Work Statement. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

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(f) Installation service facilities: None

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of Clause)

G.12 TRAVEL OUTSIDE OF THE UNITED STATES (18-52.242-71) (DEC 1988)

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

**G.13 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
(1852.245-70) (JUL 1997)**

(a) Equipment, as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

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(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

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H.1 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

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- (1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;
- (2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;
- (3) Is rightfully received by the Contractor from a third party without restriction;
- (4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

H.2 MONTHLY AND QUARTERLY FINANCIAL MANAGEMENT REPORTS (GSFC52.204-95) (OCT 1988)

The Contractor shall submit NASA Financial Management Reports 533M AND 533Q, as required by the NASA Contractor Financial Management Reporting clause of this contract. The reports shall contain the following reporting categories:

<u>Element of Cost</u>	<u>Current Costs</u>	<u>Cum. Costs</u>
Total Hours		
Total Direct Labor Dollars		
Overhead		
<u>Other Direct Costs (ODC's)</u>		
(All Listed)		
Total ODC's		
G&A Expense		

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Subtotal Cost

Fee

Total

Copies of the reports shall be submitted to:

Copies	Addressee	Code or Attention
1	Contracting Officer	212
1	Resource Analyst	253
1	COTR (GSFC)	253

(End of clause)

H.3 ONSITE CONTRACTOR PERSONNEL REQUIREMENTS AND REPORT (GSFC 52.204-99) (OCT 1988)

The Goddard Space Flight Center (GSFC) maintains a Locator and Information Services Tracking System (LISTS) which contains work and home data about the GSFC's civil service, contractor, and tenant workforces.

The Contractor shall provide certain data regarding the Contractor's onsite workforce to enable the LISTS to be maintained in a current status.

The Contractor shall report additions in its personnel roster, as they take place, by GSFC Form 24-27, "LISTS Data and Badge and Decal Information". Instructions for completing GSFC Form 24-27 are contained in GSFC Form 24-27a. These forms are available from GSFC store stock. The form(s) shall be submitted to the Contracting Officer's Technical Representative (COTR), Code 630. The COTR will process the form(s) with the LISTS Monitor (LM) assigned to the COTR's Division and return the approved form(s) to the Contractor. The Contractor shall furnish a copy of the approved form(s) to the Contracting Officer and provide the approved form(s) to the GSFC Security Branch/Identification Section, Code 205.1 to obtain a motor vehicle decal and a badge for the Contractor employee(s).

The Contractor shall submit monthly onsite personnel reports containing data under two categories:

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- For the current onsite workforce, and others requiring access to GSFC, the name(s), principal building and room location(s), telephone extension(s), mail code, organizational code(s) of the GSFC organization(s) being supported, offsite location and phone number, if applicable, and comments (if desired).
- A list of Contractor employees who have joined or left the employment of the Contractor or moved off-site to perform GSFC contracted work during that same monthly reporting period, indicating which have moved off-site and/or no longer require access to GSFC and which have joined or left employment.

Whenever possible, the Contractor should use a copy of a LISTS report, which will be provided by the LISTS Manager, Code 201, for the monthly onsite personnel reports. The Contractor shall annotate this provided report to correct any discrepancies noted. A copy the onsite personnel report shall be submitted by the 10th calendar day of the month following the month being reported to the COTR, the Contracting Officer, the GSFC Security Branch, Code 205.1, and to the LISTS Manager, Code 201.

The Contractor shall update the LISTS due to any changes in locator information noted on the Contractor submitted monthly reports by completing that portion of the GSFC Form 24-27 which needs to be updated including the Goddard Identification Number (GIN) provided on the LISTS report and submit the updated GSFC Form 24-27 to the LISTS Monitor, Code 630.

The Contractor shall ensure that all Contractor personnel working onsite at, or requiring access to the GSFC, who leave its employment or change their work location to off-site or no longer require access to GSFC, process out through the GSFC Security Branch/Identification Section, Code 205.1. Such employees shall return all GSFC property, including identification badges, mission badges, vehicle decals, temporary passes, and keys. If the employee leaves or is terminated without "prior notice"; i.e., "quits" or is "involuntarily" terminated, the Contractor shall ensure that all such Government property associated with each of its employees is returned to the Security Branch/Identification Section within 30 days of the employee's departure.

The Contractor may contact the LISTS Manager at the Institutional Support Branch, Code 201, 286-2306, for assistance regarding the LISTS System.

(End of clause)

H.4 GOVERNMENT PREMISES--PERSONNEL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JUN 1997)

(a) Access. A portion or all of the work by this contract must be performed at the Goddard Space Flight Center (GSFC) or other NASA installations or sites. The right of

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ingress and egress to the Government site for Contractor personnel shall be made available as required.

(b) Compliance with procedures. While on Government premises, the Contractor shall comply with established requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or local installation management instructions, handbooks, or announcements. The following cover many of the requirements that must be met by contractors utilizing GSFC facilities:

GMI 1040.5	Emergency Management Program
GMI 1040.6	Emergency Management Plan
GMI 1152.9	Facilities Coordination Committee
GHB 1600.1	Security Manual
GMI 1700.2	GSFC Health and Safety Program
GMI 1772.1	Center Smoking Policy
GMI 1780.1	Confined Space Policy
GMI 1790.1	Chemical Hygiene Plan
GMI 2540.2	Administrative Communications Handbook
GMI 5104.7	Policy Concerning Contracts Requiring Onsite Performance and the Administration Thereof
GMI 8821.1	Facilities Configuration Management
GMI 8800.2	Goddard Space Flight Center Environmental Handbook
GMI 8840.1	Paper Recycling Program

Center Announcement No. 90-59--Contractor Business Use of Official Mail and of the Mail Services Center

Copies of the current issuance's may be obtained from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuance's pertaining to the conduct of personnel and the operation of the facility.

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(c) Telephone usage certification. If the installation provided property and services listed in NASA FAR Supplement clause 18-52.245-77 includes the use of telephones, the Contractor shall provide an annual certification that all such usage was in accordance with GHB 2540.2, "GSFC Administrative Communications". This certification shall be made in January of each year covering the preceding calendar year and at the conclusion of the Contractor's efforts onsite at the GSFC. The certification shall be submitted to the Contracting Officer with a copy to the Head of the Customer Engineering Branch, Code 542.

(End of Clause)

H.5 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (DEC 1992)

a. Purpose. This clause establishes certain additional safety and health requirements as contemplated by NASA FAR Supplement (NFS) clause 18-52.223-70, "Safety and Health", of this contract.

b. Mishap reporting and investigation. The Contractor shall comply with NASA Management Instruction 8621.1E, "Mishap Reporting and Investigation". The required notification and reporting of mishaps shall be to the Goddard Space Flight Center Safety and Health Branch, Code 205.2, and to the Contracting Officer.

c. Other safety and health requirements. The Contractor shall promptly notify the Contracting Officer in writing, with a copy to the Safety and Health Branch, Code 205.2, of the nonconformance of any Government-furnished property, including any installation provided Government property, with the requirements of this clause.

In addition to compliance with all Federal, state, and local laws as required by paragraph (a) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

None

d. Safety and health plan.

Negotiated procurements (RFP). The Contractor shall implement the safety and health requirements of this contract in accordance with the Safety and Health Plan

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SPECIAL CONTRACT REQUIREMENTS

incorporated in Section J of this contract. This Plan will be submitted by the successful offeror and mutually agreed to before award of the contract.

(End of Clause)

H.6 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (GSFC 52.223-92) (OCT 1988)

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the GSFC Safety Officer, Code 205.2).

(End of Clause)

H.7 POSITION QUALIFICATIONS

Contractor direct labor personnel assigned to the performance of this contract shall satisfy, as a minimum, the applicable labor category qualifications, both education and experience, set forth in Attachment A (Performance Work Statement) of Section J of this contract.

If during the performance of this contract, the Government's requirements change that require direct labor category qualifications other than those set forth in the Attachment, the Attachment may be modified appropriately by mutual agreement of the parties to this contract. Further, whenever in the opinion of the Contractor it may be necessary to employ personnel who do not meet personnel qualifications and experience requirements, a written waiver may be granted upon written request by the Contractor, substantiated by appropriate data and information to support the assignment of such personnel, if in the opinion of the Contracting Officer, it is in the best interest of the Government.

(End of Text)

H.8 UNAUTHORIZED ACQUISITIONS (GSFC 52.244-91) (OCT 1988)

The Contractor shall not purchase any property as a direct item of cost under this contract unless necessary for the performance of the contract and/or authorized under the terms of the contract or approved or directed by the Contracting Officer.

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(End of Clause)

H.9 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Project Manager

Other--To be proposed by Contractor

(End of Clause)

H.10 YEAR 2000 COMPATIBILITY

The items or services acquired under this contract are required to include accurate processing of the date and date-related data (including but not limited to calculating, comparing, and sequencing) by all hardware and software products delivered under this contract, individually and in combination, upon installation. This also includes the manipulation of data with dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products provided under this contract shall, individually, and in combination, successfully transition into the Year 2000 with the correct system date, without human intervention, including leap year calculations. Such products shall also provide correct results when moving forward or backward in time across the Year 2000 or subsequent years.

(End of Text)

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H.11 SECTION H CLAUSES INCORPORATED BY REFERENCE

RESTRICTIONS ON PRINTING AND DUPLICATING (1852.208-81)(AUG 1993)

SAFETY AND HEALTH (18-52.223-70) (MAR 1997)

OBSERVANCE OF LEGAL HOLIDAYS (18-52.242-72) (AUG 1992)--ALTERNATE II
(SEPT 1989)

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CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

- (52.202-1) DEFINITIONS (OCT 1995)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- (52.204-2) SECURITY REQUIREMENTS (AUG 1996)
- (52.204-4) PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
- (52.215-11) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION (OCT 1997)
- (52.215-13) SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)
- (52.215-15) TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 1997)
- (52.215-17) WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (OCT 1997)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (FEB 1998)
- (52.219-8) UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)

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- (52.222-3) CONVICT LABOR (AUG 1996)
- (52.222-26) EQUAL OPPORTUNITY (APR 1984)
- (52.222-28) EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS (APR 1984)(Deviation)(Revise \$1 million to read \$10 million)
- (52.222-35) AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)
- (52.222-36) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- (52.222-41) SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAR 1997)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
- (52.224-2) PRIVACY ACT (APR 1984)
- (52.225-3) BUY AMERICAN ACT--SUPPLIES (JAN 1994)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY CONTRACTOR (SHORT FORM) (JUNE 1997) as modified by NASA FAR Supplement 1852.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 18-52.227-14 (PN 89-72)
- (52.227-17) RIGHTS IN DATA-SPECIAL WORKS (JUN 1987) as modified by NASA FAR Supplement 18-52.227-17
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.232-17) INTEREST (JUNE 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984) as modified by NASA FAR Supplement 18-32.705-2
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30-day period for any financing payments.
- (52.232-33) MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- (52.233-1) DISPUTES (OCT 1995)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

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- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (OCT 1997)--ALTERNATE I (AUG 1996) {paragraph (e) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- (52.248-1) VALUE ENGINEERING (MAR 1989)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (52.251-1) GOVERNMENT SUPPLY SOURCES (APR 1984)
- (52.251-2) INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)
- (18-52.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is Art Fuchs at 301-286-8768.
- (18-52.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (18-52.223-74) DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
- (1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

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I.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor in the form of a modification to the contract within the period of performance. The Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I.3 LIMITATIONS ON SUBCONTRACTING (52.219-14)(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees for the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

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I.4 SECTION 8(A) AWARD (52.219-17) (DEC 1996)

(a) By execution of this contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the National Aeronautics and Space Administration the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NASA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior approval of the SBA and the cognizant Contracting Officer of NASA.

(End of clause)

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**1.5 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS
(52.219-18) (JAN 1997)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code 8744, size standard \$20M is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) Agreement. (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic concern. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ (insert name of SBA's contractor) will notify the Goddard Space Flight Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to another party.

(End of clause)

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I.6 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of Clause)

I.7 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995)

- (a) Definitions.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);

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(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I.8 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

Note: The clauses in this contract are current as of Federal Acquisition Circular (FAC) 97-3 and NFS version 97.1.

(End of clause)

I.9 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or

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sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

I.10 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of Clause)

I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

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"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns,

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Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

I.12 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be

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at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

I.13 EMERGENCY EVACUATION PROCEDURES (18-52.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of Clause)

I.14 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989) (CY 1995)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY: IT
IS NOT A WAGE DETERMINATION**

Employee Class	Monetary Wage - Fringe Benefits
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See Clause J.1, Attachment C

The monetary wages (hourly rates) are computed in accordance with FAR 22.1016(b).

(End of clause)